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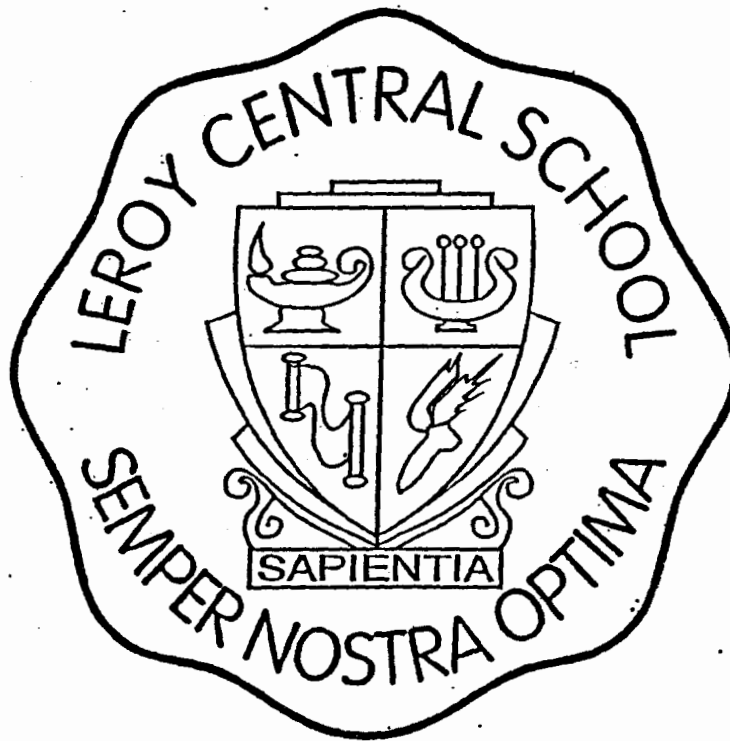
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5455

**AGREEMENT**  
**Between**  
**LE ROY CENTRAL SCHOOL DISTRICT**  
**And**  
**LE ROY TEACHERS ASSOCIATION**



2001-02

2002-03

2003-04

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



## TABLE OF CONTENTS

Article	Title	Page
1	Preamble.....	1
2	Recognition.....	1
3	Philosophy.....	1
4	Rights of the District.....	1
5	Rights of the LTA.....	2
6	Grievance Procedures.....	3
7	Work Year.....	5
8	Teaching Day and Teaching Load/Unassigned Time.....	6
9	Emergency Days.....	8
10	Absence.....	8
11	Protection of Professional Personnel.....	14
12	Notification of Status.....	14
13	Dismissal.....	15
14	Miscellaneous.....	15
15	Evaluation Process.....	16
16	Payroll and Deductions.....	19
17	Salaries and Salary Related Items.....	20
18	Health Insurance.....	21
19	Fringe Benefits.....	22
20	Retirement Incentive.....	23
21	General Provisions of Agreement.....	24
<b>Appendix</b>		
A	Grievance Form	
B	Sample Action Plan	
C	Salary Schedule	
D	Extracurricular Stipends	
E	Coaching Stipends	
F	Teaching Assistant Wage Rate Schedule	



## ARTICLE 1

### PREAMBLE

The parties to this agreement, The Le Roy Central School District (hereinafter referred to as the "District") and the Le Roy Teachers Association (hereinafter referred to as the "LTA"), hereby agree as follows:

## ARTICLE 2

### RECOGNITION

The Le Roy Central School District recognizes the LTA as the exclusive negotiating agent for its members (all regular full-time and part-time teaching personnel, psychologists, social workers, nurses and teaching assistants employed by the District; hereinafter referred to as bargaining unit members or unit members), but excluding temporary employees who are employed for less than a full school year, building principals, assistant principals, the Superintendent, and all other employees.

The recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of employment. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

## ARTICLE 3

### PHILOSOPHY

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to provide the most effective teaching/learning environment for the success of all students. The Board recognizes that teaching is a profession. The Board and the Association believe that the objectives of the educational program are realized in the highest degree when mutual understanding, cooperation and effective communications exist between the Board and its professional staff.

## ARTICLE 4

### RIGHTS OF THE DISTRICT

The District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its facilities, operations to be conducted and rendered, and methods, processes and means used in operating and performing its function, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of the District; to determine whether and to what extent the work required in operating the District shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the right to make and institute work rules; to discipline, suspend, and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such restrictions governing the exercise of these rights as are expressly provided in this agreement, or provided by law. These rights are not all-inclusive, but indicate the type of matters or rights that belong to and are inherent to the District. Any and all rights, powers and authority the District had prior to entering into this agreement are retained by the District, except as expressly and specifically abridged, delegated, granted, or modified by this agreement.

## ARTICLE 5

### RIGHTS OF THE LTA

- 5.1 **Professional Disadvantages** – Unit members shall not suffer any professional disadvantage by reason of membership or non-membership in any local, county, state or national teacher's association.
- 5.2 **Use of School Buildings** – The LTA shall have the right to use school buildings at reasonable times for meetings. LTA meetings will not be held during the regular school day. The LTA shall hold the District save-harmless from any and all claims, demands, disputes or damages sustained when using District facilities.
- 5.3 **Mailboxes** – The LTA shall have the right to place notices and circulars concerning LTA business in unit members' mailboxes.
- 5.4 **Weight Room and Gymnasium** – The LTA membership and their guests shall have the right to use the weight room and gymnasium for organized and supervised events, subject to availability and approval by the Superintendent. The LTA shall hold the District save-harmless from any and all claims, demands, disputes or damages sustained when using District facilities.
- 5.5 **School Calendar** – Prior to the agreement on a calendar at the county or BOCES level or prior to the adoption of a calendar by the District, the Superintendent will meet with the LTA President (or designee) to hear suggestions and ideas relative to the calendar.
- 5.6 **Board Agenda and Minutes** – The District shall provide a copy of the agenda for each Board meeting to the LTA President forty-eight (48) hours prior to said meeting. One (1) copy of the Board minutes shall be placed in the LTA President's school mailbox or mailed to his/her home when school is not in session.
- 5.7 **Payroll Deductions** – The LTA shall have membership dues, or an agency fee equivalent to the dues levied by the LTA, deducted by the District from the pay of each employee covered by this agreement.
- 5.8 **Time for Association Business** – The LTA President and/or his/her designees shall be provided a total of eight (8) days annually, non-cumulative, without loss of pay to conduct LTA business involving AFT and/or NYSUT.
- 5.9 **LTA President -**
- (A) If the President of the LTA is an elementary teacher, he/she will not be assigned any supervisory duties from 8:45 am to 9:10 am and 3:10 pm to 3:30 pm (except when necessary to meet with parent and/or principal) so that LTA business can be transacted during those times.
  - (B) If the President of the LTA is a secondary teacher, he/she will be excluded from at least one supervisory assignment during the school day (except supervisory duties from 7:45 am to 8:05 am and when necessary to meet with parent/and or principal) so that LTA business can be transacted during that time.
  - (C) In no case will the activities of the President, as provided for in this section, interfere with the work activities of unit members in the handling of LTA business at any time during the teaching day.
  - (D) The President of the LTA (and/or members of the LTA Executive Board)\* and the Superintendent will meet on a monthly basis at a mutually convenient time to discuss mutual concerns. Additional meetings may be scheduled by mutual agreement.

## ARTICLE 6

### GRIEVANCE PROCEDURES

**6.1 Statement of Policy** – In order to provide the best possible educational program for the Le Roy Central School District, and to establish harmonious and effective relationships among those working toward this goal, the purposes of these grievance procedures are to resolve grievances, as herein defined, in a satisfactory manner. All unit members employed by the Le Roy Central School District are guaranteed the right to be heard and to present their grievances in accordance with this plan with freedom from discrimination, restraint, interference or reprisal. Decisions shall be rendered judiciously and promptly.

**6.2 Definition and Principles** –

- (A) A grievance is a complaint by a unit member alleging a violation of this agreement, excluding the evaluation, appointment to tenure, or termination of teachers.
- (B) Every unit member shall have the right to present grievances in accordance with these procedures. If requested by an aggrieved unit member(s), the LTA shall have the right to file a grievance(s) on behalf of said unit member(s). If more than one grievance occurs on the same issue, a single grievance will be filed by the LTA.
- (C) All discussions shall be kept confidential during the procedural stage of the resolution of a grievance.
- (D) A unit member who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
- (E) Administration and supervisory personnel have the responsibility to consider and take action promptly, with the authority delegated to them, on grievances presented to them.
- (F) It shall be the responsibility of the Superintendent to take such steps as are necessary to implement all stages of the GRIEVANCE PROCEDURES and to carry out settlements.

**6.3 Procedures and Time Limits** –

- (A) The aggrieved unit member must select the immediate supervisor who, in his/her opinion, can best resolve the grievance.
- (B) Due to the extenuating circumstances, time limits as indicated at each stage may be extended with approval in writing of both parties. A grievance shall be considered terminated if the aggrieved unit member does not request a conference within fifteen (15) school business days from the date when the grievant knew or should have known of the disputed violation.
- (C) In the interest of maintaining harmonious relations, it is recommended that prior to initiating formal written grievance procedures, the aggrieved unit member have an oral and unrecorded conference with his/her immediate supervisor.

**6.4 Sequence of Formal Stages** –

**(A) First Written Stage/Conference With Immediate Supervisor**

1. Any grievance shall be recorded on the special grievance form (see Appendix A) and forwarded to the immediate supervisor. Forms are available in the District Office or LTA office.



2. The immediate supervisor shall hold a conference with the aggrieved unit member within fifteen (15) school business days of receipt of the grievance form.
3. The unit member has the right to be heard personally and has the right to be represented by a person designated by the LTA. The immediate supervisor shall have the right to have an administrator of the District present who is equal in rank.
4. It is the responsibility of the immediate supervisor to settle the grievance if the matter is within his/her authority as defined by the State Education Department and the Superintendent.
5. The immediate supervisor may consult whomever he/she deems necessary for the solution of the grievance.
6. The immediate supervisor shall return a copy of the grievance form to the unit member with his/her decision, in writing, within fifteen (15) school business days of receipt of the grievance form.
7. The LTA must present a grievance in a timely matter and its failure to do so constitutes a waiver of the grievance.

**(B) Superintendent Stage –**

1. If the unit member is dissatisfied with the decision of the previous stage, he/she may then request a conference with the Superintendent within fifteen (15) school business days.
2. The aggrieved unit member shall submit copies of all preceding written statements of the grievance and of decisions of previous authorities, if any, to the Superintendent and additional copies are sent to the previous designated authority concerned.
3. The Superintendent shall hold a conference within fifteen (15) school business days of the receipt of the grievance form.
4. The aggrieved unit member and the designated authority of the previous stage, if any, shall also attend the conference.
5. The aggrieved unit member has the right to be heard personally and shall have the right to be represented by a person designated by the LTA. The Superintendent shall have the right to select a representative of his/her own choice.
6. The Superintendent shall inform the aggrieved unit member and the authority previously concerned, in writing, on the grievance form of his/her decision within fifteen (15) school business days of the receipt of the grievance form.

**(C) Arbitration Stage –**

1. If the grievance is not resolved at the Superintendent Stage and the grievant wishes to pursue the grievance to arbitration, he/she shall notify the LTA's grievance committee. If the grievance committee determines that the alleged grievance is meritorious and that appealing it is in the best interests of the school system, then the LTA shall submit written notice to the Superintendent of its intent to proceed to arbitration within fifteen (15) school business days after he/she has rendered his/her decision.

2. Simultaneously with the delivery of the written notice to the Superintendent, a copy of that notice shall be mailed to the American Arbitration Association requesting that organization to submit a list of arbitrators. The parties shall select an arbitrator according to the standard procedure employed by the American Arbitration Association.
3. The selected arbitrator will hear the matter promptly and will, if possible, issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs were submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
4. The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this Agreement nor to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement.
5. The decision of the arbitrator shall be final and binding upon all parties.
6. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the LTA.
7. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
8. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the LTA and the Superintendent.

## **ARTICLE 7**

### **WORK YEAR**

#### **7.1 Length of Year –**

- (A) There will be 187 days in the work year, consisting of 181 instructional workdays and six (6) Superintendent's Conference Days, including the day before the beginning of classes.
- (B) At least two (2) of the Superintendent's Conference Days must be designated as Professional Development Days and are to be used for curriculum development work and/or professional development activities.
- (C) The District will schedule the Superintendent's Conference Days based upon the approved BOCES and school calendars, but will not schedule any of them during winter recess or spring recess. These dates may be modified by mutual agreement between the District and the LTA.

#### **7.2 Rescheduling the Calendar – The District reserves the right to reschedule the calendar for legitimate reasons. However, days may not be scheduled after the last scheduled date on the adopted calendar unless the District cannot conduct 180 instructional days by the last scheduled day. If the District must conduct classes on or after the last scheduled day in order to achieve 180 days, then the teachers shall work an additional day after the 180<sup>th</sup> day.**

## ARTICLE 8

### TEACHING DAY and TEACHING LOAD/UNASSIGNED TIME

#### **8.1 Teaching Day -**

- (A) The teaching day in grades K-6 will begin at 9:10 am and end at 3:10 pm.
- (B) The teaching day in grades 7-12 will begin at 8:00 am and end at 2:25 pm.
- (C) Classroom reporting time will be fifteen (15) minutes prior to the beginning of the teaching day. Unit members shall remain in their classrooms or offices for thirty (30) minutes following the completion of the teaching day as defined herein to provide assistance to students. If it is necessary for the unit member to leave the classroom or office during this period to attend to professional duties elsewhere on the school campus, the unit member will notify the building principal or secretary and inform him/her as to where he/she may be reached. The above shall apply Monday through Thursday on days when school has been in session for a full day. In addition, unit members will meet with parents, participate in an Open House and attend faculty meetings at the direction of the building principal as occasion may require.
- (D) On Fridays and on the day before a holiday, unit members in the Elementary school (K-6) and Junior/Senior high school (7-12) will be free to leave after the last bus has left the loading area; no earlier than 2:35 pm in the Junior/Senior high school and 3:30 pm in the Elementary school provided that no emergency conditions exist at the close of the instructional day.
- (E) When necessary to meet college courses or to attend approved workshops, unit members may leave at the close of the instructional day with the approval of the building principal.
- (F) When necessary to make doctor or dental appointments or legal proceedings, unit members may leave at the close of the instructional day with the approval of the building principal.
- (G) In grades K-6, students will be dismissed for three (3) one-half days in November to provide time for scheduled parent teacher conferences.
- (H) The District will reschedule the teaching day for grades K-6 for the final week of school on the days Regents Examinations are scheduled. During this period (1-5 days) grades K-6 will be dismissed at 11:35 am.
- (I) The District may reschedule the working day for legitimate administrative, educational or emergency reasons. However, the length of the day shall be continuous and not exceed in length the hours set forth in Section 8.1; and the structure of the day shall not be modified from an eight (8) period day.

#### **8.2 Teacher Load And Unassigned Time For An Eight Period Day**

It shall be the objective of the District that the normal number of working periods for secondary teachers shall not exceed:

##### **(A)**

1. Five (5) instructional periods and two (2) supervisory assignments and one (1) unassigned period in an eight period day.

2. Where necessary, due to scheduling and staffing patterns, the District may assign a sixth instructional period, in which case the teacher will have one (1) non-structured supervisory assignment. A non-structured assignment is defined as any educational supervisory assignment other than Study Hall, ISSR (In School Suspension Room), or Cafeteria Duty.
- (B) Each teacher will have at least one (1) unassigned period per day. Department chairpersons will have two (2) unassigned periods per day, one of which will be considered their planning (or free) period.
  - (C) When staffing permits, teachers shall have instructional assignments in not more than three (3) subject areas. Each curriculum level within the disciplines of English, Mathematics, Science, and Social Studies shall constitute a subject area. Separate tracks of instruction within the same curriculum level shall not constitute separate subject areas. The entire range of other curriculum offerings shall constitute a separate subject area; for example, Latin I, II, III, and IV shall constitute a single subject area.
  - (D) The building principal will make study hall assignments as part of the master schedule. Teachers will be assigned study halls as schedule dictates. Study hall assignments will be considered as part of a teacher's duty assignment. Study halls for junior high school and/or senior high school with only one (1) teacher or teaching assistant assigned will have a maximum of thirty (30) students. If at least two (2) teachers and/or teaching assistants are assigned, junior high school study halls will have a maximum size of seventy (70) students and senior high study halls will have a maximum of ninety (90) students. When possible, these study halls will be held in separate rooms.
  - (E) Each teacher will have a thirty (30) minute duty free lunch period per day during the time the cafeteria is open for the students.
  - (F) Unit members teaching in the elementary school shall receive a minimum of 175 minutes of unassigned time per week.
  - (G) In order to achieve the best education for every student and the best working conditions for unit members, the building principal, in consultation with department and grade chairpersons, curriculum coordinators, and/or unit members shall balance the teaching load and duty assignments of all unit members.

### **8.3 Teaching Assistant Workday/Workweek**

- (A) A teaching assistant's assigned hourly schedule and placement will be established according to the needs of the District, but the starting and ending times will fall between 7:30 am and 3:30 pm. The starting or ending times may be extended on an as-needed basis in the event that unusual circumstances arise.
- (B) A full-time teaching assistant's workweek will consist of thirty-five (35) hours per week, (equivalent of 6.5 hours per day plus a duty free .5 hour lunch).
- (C) A teaching assistant working at least four (4) hours per day is entitled to one (1) fifteen minute paid break.
- (D) A teaching assistant working at least six and one-half (6.5) hours per day is entitled to an unpaid thirty minute duty free lunch period and two (2) fifteen minute paid breaks.
- (E) The District encourages teaching assistants to take their assigned break and meal periods, but recognizes that because of the nature of teaching assistant duties, on occasion, they may be called upon to work through scheduled break times. If a teaching assistant is unable to take a regularly scheduled break during the day because of student or District needs, he/she will be compensated at his/her hourly rate for the additional time worked, if the time is approved by his/her supervisor.

- (F) The terms of Section 8.1-Paragraphs (A), (B), (C), (E), (G), (H) and Section 8.2-Paragraphs (A), (B), (C), (E), (F), (G) are not applicable to teaching assistants.

## ARTICLE 9

### EMERGENCY DAYS

**9.1 Emergency Procedures – If inclement weather or other emergency conditions result in:**

- (A) School not being convened, unit members will not be required to report for duty and will not suffer loss of pay.
- (B) Early release of students, unit members will be permitted to leave school thirty (30) minutes after the last student leaves, except when students are still in school at the end of the normal day. Arrangements will be made by the administration to obtain other supervision for the students, and in any event retain only that number of unit members essential to maintain order and safety.
- (C) Delayed opening of school, unit members will be permitted to report fifteen (15) minutes prior to the arrival of students.

**9.2 Teaching Assistants –**

- (A) The terms of Section 9.1 are not applicable to teaching assistants.
- (B) If school is canceled at any point between fifteen (15) minutes prior to starting time and one (1) hour after starting time due to an emergency situation, teaching assistants who have reported for work will receive one (1) hour of pay. If a teaching assistant is required by the District to remain at his/her duties for supervision purposes for longer than one (1) hour, the teaching assistant will be paid for the time actually worked.
- (C) If a delayed opening of school occurs, a teaching assistant's schedule shall be adjusted accordingly to correspond with the length of the delay.

## ARTICLE 10

### ABSENCE

**10.1 Unauthorized Absence/Tardiness –**

- (A) Unit members absent from their duties on working days, where such absence is not authorized by this contract or ~~paid~~ under the contract, shall have deducted from his/her salary one-two hundredth (1/200) of their total annual salary for each day of unauthorized absence.
- (B) In the event of tardiness without notice to the District extending beyond one-half (1/2) hour, a substitute teacher will be engaged and paid at least one-half (1/2) day, and the unit member shall have deducted from his/her salary one-half (1/2) of one-two hundredth (1/200) of his/her total annual salary for each occurrence of tardiness.
- (C) If the building principal is not notified due to an emergency a minimum of one hour in advance of an impending absence, unit members who are free from assigned classes will perform the absent unit member's duties or students will be combined with other unit members' classes until a substitute teacher arrives.

- (D) A full set of lesson plans is to be on file and immediately available for the use of the substitute teacher in the event of absence.

#### **10.2 Sick Leave –**

- (A) Unit members will be entitled to fifteen (15) days sick leave for personal illness and/or illness in the immediate family each school year.
- (B) Immediate family is defined as the unit member's spouse and the following relatives of the unit member and his/her spouse: children, mother, father.
- (C) Unused sick leave days may be accumulated to a maximum of 260 days. A unit member will be credited the actual number of sick leave days necessary to reach the maximum.
- (D) The unit member shall notify the building principal of the impending absence not later than one (1) hour before reporting time, unless prevented by an emergency.
- (E) A full set of lesson plans is to be on file and immediately available for the use of the substitute teacher in the event of absence.
- (F) Within two (2) school days following the absence, the unit member shall file a signed, written statement which includes the date(s) of absence and the fact that it was personal illness leave. Failure to file this statement may result in a deduction from pay.
- (G) The District may require a statement from a medical doctor substantiating any claim for illness presented.
- (H) The unit member's record of accumulated sick leave, with the current year's allowance, will be distributed to the unit member by September 15.

#### **10.3 Sick Leave Bank –**

- (A) The Sick Leave Bank will be administered by the LTA.
- (B) A Sick Leave Bank Committee will be comprised of two (2) unit members appointed by the LTA President and one (1) administrator appointed by the Superintendent.
- (C) To be eligible to receive sick leave days from the Bank, a unit member must:
  - 1. have exhausted his/her accumulated sick leave due to serious illness or injury (including at least twenty (20) consecutive school days solely because of serious sickness or injury). In the event of a unit member missing twenty (20) consecutive school days solely because of serious sickness or injury, then returning to work for several days, and then being forced to return to sick leave because of the same initial condition, there will be no additional twenty (20) day period. First year unit members will be required to use only fifteen (15) consecutive days rather than twenty (20).
  - 2. provide both the District and the LTA, upon request, with supporting medical documentation of that serious illness or injury, either at the time of application to the Bank for sick leave days or at any time during the period of that serious sickness or injury.
- (D) All requests for Sick Leave Bank benefits must be directed to the LTA President who will convene the Sick Leave Bank Committee which will review each request in terms of the circumstances precipitating it, its timeliness, and any other information necessary to either approve or deny the request. The decision of the committee is final.

- (E) The District will allow the transference of up to ninety (90) sick leave days to the Bank from the accumulated sick leave days of volunteer unit members as needed to satisfy each approved request for Sick Leave Bank benefits.
- (F) Unit members may volunteer to transfer sick leave days to the Bank whenever it becomes necessary. The LTA will provide a written statement to the District from each unit member who wishes to transfer sick leave days to the Bank before said transfer.
- (G) The District will allow an additional ninety (90) days transfer from volunteers if the ill or injured unit member exhausts the first transfer of sick leave days. If the ill or injured unit member returns to work prior to exhausting all the transferred days, the unused days will remain in the Sick Leave Bank.
- (H) Any sick leave days remaining in the Sick Leave Bank at the end of the school year are forfeited and not carried over to the next school year.

**10.4 Personal Business Leave –**

- (A) Unit members shall be entitled to two (2) days of absence, not cumulative, for personal business that can be conducted at no other time.
- (B) Except in an emergency, a unit member shall submit a signed, written request for leave at least two (2) days prior to the absence, which shall include the date(s) and that the purpose is personal business and shall have the prior permission of the Superintendent.
- (C) Absences immediately preceding or following a school vacation period will not be permitted under this section with the exception of a unit member picking up his spouse and/or child from the hospital following the child's birth.

**10.5 Family and Medical Leave Act –** The District shall provide eligible unit members with up to twelve (12) weeks unpaid leave in any twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 and specified in the Le Roy Central School District Board of Education Policy. FMLA rights are used concurrently with all paid or unpaid long term leaves.

**10.6 Maternity Leave –** A unit member may elect to utilize her accumulated sick leave during her period of physical disability caused by pregnancy and/or childbirth (under FMLA) for up to two (2) weeks prior to, and six (6) weeks following, the birth of her child. Any sick leave required beyond the six (6) weeks must be certified by her physician and submitted to the Superintendent. In addition, the District reserves the right to request a consultation between the unit member's physician and the District's Chief School Medical Officer.

**10.7 Parental Leave –**

- (A) This leave shall apply to all ~~unit~~ members regardless of gender.
- (B) Upon timely request, any unit member who desires a leave under this section shall be granted an unpaid leave of absence. Each parental leave is limited to a period not exceeding twelve (12) months. Additional leave may be granted to the unit member at the discretion of the Superintendent dependent upon the District's staffing needs. Unit members cannot return from leave prior to the beginning of a semester except in an emergency situation.
- (C) The request for an unpaid leave shall be made no later than three (3) months prior to the date on which the parental leave of absence will commence and shall include the date on which he/she intends to return from such leave.
- (D) A unit member who wishes to return to a regular position prior to the prearranged termination date of the leave, may return to an available position for which he/she is qualified or, if no position is available, to the next available position.

- (E) The unit member shall notify the Superintendent in writing by April 1, prior to the prearranged termination date of the leave, whether he/she intends to resume employment in the District. Such resumption of duties may occur only at the beginning of a school semester.
- (F) The duration of any such leave of absence, including any mutually agreed upon extension thereof, shall not be credited for advancement for purposes of compensation, accrual of leave, or toward completion of the probationary period.
- (G) The unit member shall be reinstated to his/her former position or one of equal status in his/her tenure area provided he/she reports for duty at the end of the parental leave.
- (H) Any unit member who fails to report to the District within five (5) school days after the termination of the parental leave shall be considered as having resigned his/her position with the District.
- (I) Unit members no longer able to perform their jobs shall be permitted to use sick leave in accordance with the provisions of Section 10.2. Parental leave pursuant to this Section shall commence when the unit member is physically able to perform his/her job duties. Pursuant to Section 10.2, the District retains the right to require a statement from a medical doctor substantiating any claim for illness.
- (J) A unit member who applies for and is granted Parental Leave to commence prior to the date when he/she is physically unable to work shall not be permitted to use sick leave days during such Parental Leave and shall be treated in the same fashion as all other unit members granted Parental Leave except those covered in (I) above.
- (K) A unit member who desires a parental leave to care for an adopted child shall notify the building principal as soon as possible prior to the date the desired leave is to begin.
- (L) No unit member granted Parental Leave for adoption purposes shall be permitted to use sick leave days during this leave.

#### **10.8 Bereavement Leave –**

- (A) In the event of death in the unit member's immediate family, he/she shall be allowed four (4) days of paid bereavement leave directly before, including or after the day of the funeral, provided that each of those days was a regularly scheduled work day of the unit member.
- (B) Immediate family shall be defined as the unit member's spouse and the following relatives of the unit member and his/her spouse: children, mother, father, sister, brother, grandmother, grandfather, grandchildren, grandparents of children and any corresponding in-laws.
- (C) An additional day shall be allowed in the event of death of the unit member's mother, father, spouse, children and the following relatives of the unit member's spouse: children, mother, father.
- (D) In the event of the death of a close friend of a unit member, he/she will be excused from work without loss of pay for one day to attend the funeral. Unit members are limited to one day per year under this section. Up to three (3) additional days of unpaid leave will be granted to the unit member at the discretion of the Superintendent.
- (E) The unit member shall notify the building principal of the impending absence for bereavement leave as soon as possible.



- (F) Within two school days following the absence, the unit member shall file a signed, written statement that includes the date(s) of absence and the fact that it was bereavement leave. Failure to file this statement may result in a deduction from pay.

**10.9 Jury Service Leave –**

- (A) Upon presentation of an official notice to appear for jury duty, a release with pay shall be granted to the unit member, provided that the unit member will endorse the check for jury service allowance to the District.
- (B) The District will return to the unit member any monies for travel or parking expenses included in the check for jury service.
- (C) The unit member shall notify the District immediately of the notice for jury duty, but in no event less than one (1) week before the unit member is scheduled to appear.
- (D) Based upon staffing and educational needs the unit member shall, if requested by the District, request to be excused from jury duty service.

**10.10 Court Appearance –** There shall be no deduction from pay if a unit member is required to appear in a court of law on a District-related matter pursuant to a subpoena.

**10.11 Short Term Unpaid Leave -** Short term leave without compensation may be granted at the discretion of the Superintendent. A written request for such leave shall be submitted to the building principal, when possible, at least two (2) weeks prior to the date the requested leave would commence. Requests should be made only under the most compelling of circumstances and must be evaluated in light of the needs of, and effect on, the District.

**10.12 Long Term Unpaid Leave –** Upon timely application by a unit member, the District will consider application for leave without compensation for the following purposes:

- (A) Study related to the teacher's field of certification.
- (B) Study to meet the eligibility requirements for certification other than that held by the teacher, if in the interests of the District.
- (C) Acceptance of a teaching position such as an exchange program, (governmental sponsored or foreign) for a period of one (1) year which may, at the discretion of the District, be renewed for an additional year. Such exchange programs will only be available to those teachers who have served in the District for a period a five (5) years.
- (D) Application for a leave to commence at the beginning of the school year must be made no later than February 1 of the preceding school year. Application must be made no later than October 15, for leaves to commence at the beginning of the second semester of that school year.
- (E) Upon review of the application, the District may grant the leave if it believes the leave would be in the best interests of the District.
- (F) Such leave shall be without compensation in any form.

**10.13 Sabbatical Leave –** Sabbatical leave for further study or for approved travel may be granted to one percent of the faculty in a given year under the following guidelines:

- (A) Applicants must have completed seven (7) full years of service in the Le Roy Central School District.

- (B) That the study or travel must have substantial utilization in the teaching or certification field of the teacher or be leading to an alternate field of certification approved by the District.
- (C) That applications for such leave must be filed in writing with the Superintendent of Schools prior to January 1 of a given school year.
- (D) That selection would be made on the recommendation of the LTA to the Superintendent and the Board of Education prior to March 1. In the event of multiple applications the LTA should recommend three (3) candidates.
- (E) That such leave be compensated for at one-half (1/2) the regular annual pay of the teacher for one (1) full school year or one-half (1/2) year's leave with pay prorated on the full annual salary for the one-half (1/2) year period.
- (F) That final selection rests with the Board of Education and primary consideration would be given to the projected value of the study to the District and would be subject to the availability of a qualified replacement.
- (G) The recipient of such leave shall agree, in writing, to return to the Le Roy Central School District for a minimum of two (2) years after such leave. In the event that this agreement is broken, the recipient shall return all money received as salary from the District while on sabbatical leave.
- (H) The applicant for sabbatical leave in his/her proposal must defend the thesis that his/her leave will be for the benefit of the District and its students. Any request for travel under the sabbatical must contain a firm itinerary, with the objectives to be looked for in given situations and a structured observation schedule. Following the sabbatical a written report will be required which will give a complete review at length.
- (I) The recipient shall not be receiving remuneration from any other work activity during this time. On campus fellowships or grants-in-aid would be excepted.

**10.14 Return From Leave** – Unit members who request and are granted leave by the District shall, upon return at the designated termination date of the leave, be returned to their former positions or, if not practicable, to comparable positions in the teacher's tenure area. Except in the instance of sick leave or military leave, the time spent on a leave shall not count for accrual of benefits or for purposes of advancement on a compensation plan.

**10.15 Teaching Assistants –**

- (A) The terms of Sections 10.1, 10.7, 10.12, 10.13 are not applicable to teaching assistants.
- (B) Teaching assistants will ~~not~~ be paid for scheduled hours not worked, except as specifically set forth in this agreement.
- (C) Teaching assistants shall have a detailed daily schedule on file with the Director of Special Education, unless notified that it should be provided to another administrator.
- (D) In case of absence, teaching assistants shall notify the Director of Special Education and provide him/her with written documentation as required under this agreement, unless instructed otherwise.

## ARTICLE 11

### PROTECTION OF PROFESSIONAL PERSONNEL

- 11.1 Reporting An Assault** – Unit members shall report all cases of assault suffered by them in connection with their employment to their immediate supervisor. A written report shall be submitted within twenty-four (24) hours, or as soon as possible thereafter.
- 11.2 The Report** – This report shall be forwarded to the Superintendent; and he/she shall act in appropriate ways as liaison between the unit member, the police and the courts.
- 11.3 Legal Counsel** – Legal counsel shall be provided by the District in accordance with Section 3028 of the Education Law.
- 11.4 Loss of Time** – If a unit member is assaulted in the course of reasonably executing his/her duties during the school day or during an extracurricular activity assigned by the District, the unit member shall be compensated as follows:
- (A) In a period of absence from work during which the unit member is receiving Workers Compensation payments for an injury caused by an assault inflicted in the course of the unit member's employment, the district shall provide full salary/wage rate to the unit member for the period of absence without reduction of sick leave provided that the unit member directs the Workers Compensation Board to pay all Workers Compensation payments for lost wages to the District.
  - (B) The District shall reimburse the unit member for the reasonable value at time of replacement, or cost of repair if possible, of eyeglasses, contacts, hearing aids or any prosthetic equipment damaged in the assault provided that the unit member:
    - 1. Did not instigate or provoke the assault.
    - 2. Acted reasonably under the circumstances.
    - 3. Cooperates fully with the District in providing information regarding the incident and any attendant damage or injury.
- 11.5 Return to Duties** – The District shall have the right to have the unit member examined by a physician designated by the District for the purpose of establishing the length of time during which the unit member may be unable to perform his/her duties, and as to when the unit member may be able to return to his/her position in accordance with Section 913 of the Education Law.
- 11.6 Financial Loss** – The District agrees to hold save-harmless and protect all unit members in accordance with Section 3023 of the Education Law.
- 11.7 Notice of Claim** – The District shall not be subject to financial losses unless the unit member shall, within fifteen (15) school business days of the time he/she is served with notice of claim, deliver the original or copy thereof to the Superintendent, immediate supervisor, and District clerk.

## ARTICLE 12

### NOTIFICATION OF STATUS

- 12.1 Tenure Status** – Notification of tenure status will be made in accordance with Education Law.
- 12.2 Probationary Status** – In the first two (2) years of employment by the District, unit members on probationary appointment will be notified of their status in accordance with Education Law.

## ARTICLE 13

### DISMISSAL

A probationary teacher in his/her tenure year of service with the District who is notified by the District of its intent to recommend that the teacher be dismissed or that the teacher not be recommended for tenure shall, upon request, be granted a hearing with the Board of Education, or a committee thereof, to review the basis for said recommendation of termination of services. The decision rendered by the Board of Education shall be final and nonreviewable.

## ARTICLE 14

### MISCELLANEOUS

- 14.1 **Salary Agreement** – Salary agreement/appointment notices will be distributed to unit members by June 1. Notices are to include a statement of salary and employment area. Unit members must return a copy of the notice indicating acceptance of appointment and choice of payroll option within five (5) school business days.
- 14.2 **Notification of Vacancies** – Whenever a bargaining unit position or an extracurricular activity position is created or vacated, a notice giving all requisites and specifications for each position will be posted in the main office of each building, and a copy of the notice will be placed in the LTA President's school mailbox or mailed to his/her home when school is not in session.
- 14.3 **Extracurricular Positions** –
- (A) Priority will be given to qualified unit members employed by the District in regular full-time and part-time positions when filling extracurricular positions.
  - (B) Within NYSPHSAA established time frames, coaches will plan and be present at regularly scheduled practices during the season; including summer, winter, and spring recesses as designated by the school calendar. Practice schedules will be provided to the Director of Athletics prior to recesses scheduled within a particular season.
- 14.4 **Private Transportation** – When personal vehicles are used for school business, reimbursement will be at the current IRS business rate, provided that the building principal or Superintendent previously approved use of the vehicle.
- 14.5 **Faculty Workroom** – The District shall provide a faculty workroom in each building with a network capable computer.
- 14.6 **Faculty Lounge** – The District shall provide an appropriately furnished room in each building for exclusive use by unit members as a faculty lounge. Said room will be in addition to the aforementioned faculty workroom.
- 14.7 **Telephones** – The District shall provide telephones in a convenient and private place for teacher use. Unit members will reimburse the District for all costs associated with personal use of the telephone.
- 14.8 **Unit Members as Substitute Teachers** – In the event that unit members are laid off by the District and remain on lay-off status, those unit members will be utilized as substitute teachers in order of length of service in the District; in areas in which they are certified, and paid the substitute rate.

**14.9 Teaching Assistants –**

- (A) Under the terms of Section 14.3, qualified teaching assistants will be given priority for extracurricular positions over non-unit members, but only in the event that no other qualified unit member has been selected for the position.
- (B) The terms of Section 14.8 are not applicable to teaching assistants.

**ARTICLE 15**

**EVALUATION PROCESS**

- 15.1 Evaluation of Tenured Teachers – A tenured teacher performing in a satisfactory manner will be able to select the manner in which he/she will be evaluated in a given school year from one of four (4) options:**

**(A) Option I: Conventional Process**

- 1. Administrators observe and conference with tenured teachers at least once per year. The Superintendent of Schools, special education administrator, and/or the respective building principal (or assistant principal) can observe tenured teachers in their respective buildings. Assistant principals will only do so at the direction of their respective building principals.
- 2. Each administrator will conduct the evaluation process as it occurred in the past. This evaluation will serve as a written record of the process to be shared with the teacher by the administrator during their conference, and become part of his/her personnel file. Elements of the written evaluation have included the following:
  - (a) Description of the lesson in narrative form
  - (b) Description of the teaching skills demonstrated by the teacher during the observation
  - (c) Recommendations by the observer for instructional growth
  - (d) Other observations as pertinent to the evaluation process
  - (e) Satisfactory or unsatisfactory rating
  - (f) If unsatisfactory rating is given, a remedial plan will be attached

**(B) Option II: Group Project**

- 1. Elementary and secondary teachers can participate in the same project. LTA members can form groups within or across grade levels and disciplines. Accountability will be reinforced through action plan structure of project (See Appendix B). Approved projects will tie into professional responsibilities, District goals or mission statement.
- 2. The special education administrator and/or building principal(s) or assistant principal(s) of each teacher in the group must formally approve the proposal.
- 3. Assistant principals will participate in the supervision of the project at the direction of the appropriate building principal.

4. Approval process of Group Project:

- (a) The teacher group and special education administrator and/or building principal(s) or assistant principal(s) will discuss the proposed project and achieve consensus on the end result.
- (b) Proposal forms will be distributed during the prior June for group consideration over the summer.
- (c) Deadline for submission of proposal (including completion date): October 1.
- (d) Deadline for approval of proposal: November 1.
- (e) Checkpoints throughout the year will be negotiated between the special education administrator and/or building principal(s) or assistant principal(s) and teacher group.
- (f) The project will be rated acceptable or unacceptable within thirty (30) calendar days by the special education administrator and/or building principal(s) or assistant principal(s) and the reasons for such rating specified.
- (g) If the project is rated unacceptable, an amended project may be resubmitted for re-evaluation by the end of the school year with the approval of the special education administrator and/or building principal(s) or assistant principal(s).

(C) **Option III: Individual Project**

- 1. Accountability will be reinforced through action plan structure of project (See Appendix B). Approved projects will tie into professional responsibilities, District goals or mission statement.
- 2. The individual teacher must submit final documentation pursuant to project to special education administrator and/or building principal(s) or assistant principal(s) for approval.
- 3. Assistant principals will participate in the supervision of the project at the direction of the appropriate building principal.
- 4. Results must be measurable or tangible.
- 5. The project can take the form of a presentation of one's activity to the staff at large.
- 6. Time-lines will be the same as those for Option II.
- 7. The project will be rated acceptable or unacceptable within thirty (30) calendar days by the special education administrator and/or building principal(s) or assistant principal(s) and the reasons for such rating specified.
- 8. If the project is rated unacceptable, an amended project may be resubmitted for re-evaluation by the end of the school year with the approval of the special education administrator and/or building principal(s) or assistant principal(s).

**(D) Option IV: Peer Observation with Observation Journal**

1. Accountability will be reinforced through action plan structure of project (See Appendix B).
2. Must be approved by the special education administrator and/or building principal(s) or assistant principal(s).
3. Must be goal oriented (i.e. must focus on a specific instructional skill or a specific aspect of instructional effectiveness).
4. Progress will be checked throughout the year at times specified in the action plan.
5. There will be a minimum of three (3) observations required of teachers selecting this option.
6. Development of an observation journal is a key ingredient of this option. This log will include the dates of observations, a description of the lessons observed, and positive strategies that the observer could implement in his/her classroom.
7. This option could be dyad in nature. If two (2) teachers select this option, their observation journals will be evaluated by the special education administrator and/or building principal(s) or assistant principal(s) on an individual basis.
8. Teachers will have the option of observing teachers within any public school.
9. Time lines will be the same as those for Options II and III.
10. The observation journal will be rated acceptable or unacceptable within thirty (30) calendar days by the special education administrator and/or building principal(s) or assistant principal(s) and the reasons for such rating specified.
11. If the observation journal is rated unacceptable, an amended observation journal may be resubmitted for re-evaluation by the end of the school year with the approval of the special education administrator and/or building principal(s) or assistant principal(s).
12. At no time should it be construed that members of the LTA will evaluate other members of that association under the structure of this process.

**15.2 Required Participation In Option I: Conventional Process** – The Superintendent of Schools, special education administrator or respective building principal reserves the right to require a teacher to participate in Option I, the Conventional Process.

**15.3 Evaluation of Probationary Teachers –**

1. Administrators observe and conference with probationary teachers at least three (3) times per year. The Superintendent of Schools, special education administrator, and/or the respective building principal (or assistant principal) can observe non-tenured teachers in their respective buildings. Assistant principals will only do so at the direction of their respective building principals.
2. Each administrator will conduct the evaluation process as it occurred in the past. This evaluation will serve as a written record of the process to be shared with the teacher by the administrator during their conference, and become part of his/her personnel file. Elements of the written evaluation have included the following:

- (a) Description of the lesson in narrative form
- (b) Description of the teaching skills demonstrated by the teacher during the observation
- (c) Recommendations by the observer for instructional growth
- (d) Other observations as pertinent to the evaluation process
- (e) Satisfactory or unsatisfactory rating
- (f) If unsatisfactory rating is given, a remedial plan will be attached

#### **15.4 Evaluation of Teaching Assistants –**

- 1. An administrator will observe and conference with tenured teaching assistants at least once per year.
- 2. An administrator will observe and conference with probationary teaching assistants at least twice per year.
- 3. An administrator will prepare a written evaluation of the teaching assistant's performance to be shared with the teaching assistant by the administrator no later than the final day of the school year which will become part of his/her personnel file.

### **ARTICLE 16**

#### **PAYROLL and DEDUCTIONS**

- 16.1 Pay Period** – Unit members will have the option of being paid on the basis of twenty-two (22) pay periods or twenty-seven (27) pay periods.
- 16.2 Pay Checks** – The first paycheck will be on the Friday following the opening of school. Unit members will be allowed to have their paychecks transmitted by direct deposit to their accounts at banks and/or credit unions selected by the unit members.
- 16.3 Extracurricular Pay Checks** – All activities will be paid on the basis of twenty-two (22) pay periods except for coaching positions, school musicals, and supervisory positions which will be paid at the end of the respective activity.
- 16.4 Dues and Agency Fee Deductions –**
  - (A) The District agrees to deduct membership dues for the LTA, or an agency fee equivalent to the dues levied by the LTA, from the pay of each employee covered by this agreement provided that there is a current written authorization executed by the employee on file with the District.
  - (B) Authorization shall be on a form approved by the District and shall remain in effect until written revocation by the employee.
  - (C) By the first day of class in September, the LTA shall certify the current rate of its membership dues and submit any new authorization forms for those employees who do not have them on file. Changes in the rate of dues may be implemented in January if submitted no later than two (2) weeks before the beginning of the second semester. Any new authorization cards obtained subsequent to the first day of classes in September may be submitted during the first of any month.



- (D) Deductions shall commence with the first pay period in September.
- (E) The District shall transmit all dues and agency fees by direct deposit to the LTA's account at a bank selected by the LTA.
- 16.5 **Disability Insurance Deductions** – Unit members will be allowed to participate in a disability insurance program through payroll deduction. Disability programs in which unit members may participate will be selected by the LTA. The district will use a common remitter.
- 16.6 **NYSUT Benefit Trust Deductions** – Unit members will be allowed to participate in programs endorsed by the NYSUT Benefit Trust through payroll deduction. Authorization for deductions will be on a form approved by the District and will remain in effect until written revocation by the unit member. The District will use a common remitter.
- 16.7 **VOTE-COPE Deductions** – Unit members will be allowed to contribute to NYSUT sponsored VOTE-COPE through payroll deduction. Authorization for deductions will be on a form approved by the District and will remain in effect until written revocation by the unit member. The District will use a common remitter.
- 16.8 **Tax Sheltered Annuities** –
- (A) Unit members will be allowed to participate in a tax sheltered annuity program through payroll deduction. Annuity programs in which unit members may participate will be selected by the LTA. The District will use a common remitter.
- (B) TSA deductions will be transmitted to the common remitter on a bi-weekly basis. Unit members will be allowed to change TSA deductions at any time.
- 16.9 **Save-Harmless** – The LTA will indemnify the District and hold it save-harmless from any and all claims, demands, disputes or damages sustained as a result of making deductions provided for in this article.
- 16.10 **Teaching Assistants** – The terms of Section 16.1 are not applicable to teaching assistants.

## ARTICLE 17

### **SALARIES and SALARY RELATED ITEMS**

- 17.1 **Salary Schedule** – See Appendix C
- 17.2 **Extracurricular Stipends** – See Appendix D
- 17.3 **Coaching Stipends** – See Appendix E
- 17.4 **Salary for Educational Work Beyond the Instructional Year** –
- (A) Unit members will be compensated at the rate of one-two hundredth (1/200) of their base salary for days worked (maximum 6.5 hours per day) beyond the instructional year as requested by the District. If a unit member works less than 6.5 hours per day he/she will be compensated at the rate of one-two hundredth (1/200) of their base salary divided by 6.5 times the number of hours worked.
- (B) Unit members will be compensated at the rate of \$25 per hour when requested by the District to serve on interviewing committees.

**17.5 Salary for Summer School Programs –**

- (A) Teachers will be compensated at the rate of \$25 per hour for any summer school program, which is to include 30 minutes planning time.
- (B) Nurses will be compensated at the rate of \$17 per hour for summer sessions.
- (C) Priority will be given to qualified unit members employed by the District in regular full-time and part-time positions when filling vacancies for program positions.
- (D) Vacancies for program positions will be posted in the main office of each building. The district office will provide all requisites and specifications for each position when requested by potential applicants. A copy of the posting will be placed in the LTA President's school mailbox or mailed to his/her home when school is not in session.

**17.6 Teaching Assistants –**

- (A) Wage Rate Schedule – See Appendix F
- (B) There will be eleven (11) paid holidays during the instructional year: Columbus Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day.

**ARTICLE 18**

**HEALTH INSURANCE**

**18.1 Health Insurance** – The benefit plan provided by the District will be the Genesee Area Healthcare Plan with Dental, Prescription, and Vision Care Riders optional to members of the bargaining unit or an alternative plan comparable in maximum cost to the District.

**18.2 Health Insurance Premium Costs** – All premium costs for a single or family plan (and riders) will be shared 80% by the District and 20% by the unit member.

**18.3 Survivor Health Insurance** – The surviving spouse of a unit member that dies in service may remain in the Healthcare Plan (as described in Section 18.1) with 100% of the cost, including premiums, to be paid by the surviving spouse.

**18.4 Non-Participation** – In the second pay period for September the District will pay \$750 to each unit member electing not to participate in the Healthcare Plan (as described in Section 18.1) so that the unit member can designate this amount to be redirected from his/her salary into a Section 125 Flexible Benefits Account by the September 30 deadline for enrollment.

**18.5 Retirees –**

- (A) Any unit member retiring from the District will be permitted to remain in the Healthcare Plan (as described in Section 18.1) with 100% of the premiums to be paid by the retiree.
- (B) The surviving spouse of a deceased retired unit member may remain in the Healthcare Plan (as described in Section 18.1) with 100% of the cost, including premiums, to be paid by the surviving spouse.

**18.6 Teaching Assistants –**

- (A) The terms of Sections 18.2 and 18.4 are not applicable to teaching assistants.

- (B) In the 2001-02 and 2002-03 contract years, all health insurance premium costs for a single or family plan (and riders) will be shared 20% by the District and 80% by teaching assistants who work 25 or more hours per week; and shared 10% by the District and 90% by teaching assistants who work between 20-24 hours per week.
- (C) In the 2003-04 contract year, the terms of Section 18.2 will apply to teaching assistants who work 25 or more hours per week.
- (D) In the 2003-04 contract year, all health insurance premium costs for a single or family plan (and riders) will be shared 50% by the District and 50% by teaching assistants who work between 20-24 hours per week.
- (E) The terms of Article 18 are not applicable to teaching assistants who work less than 20 hours per week.

## ARTICLE 19

### FRINGE BENEFITS

**19.1 Fringe Benefits** – All regular full-time unit members and part-time unit members on a pro-rated basis are eligible to receive fringe benefits.

**19.2 Coaching Certification** – The District will reimburse unit members for each registration fee incurred in meeting the requirements for NYS Coaching Certification provided the unit member is coaching a sport in the District.

**19.3 Tuition Reimbursement** – [For Professional Personnel Hired On-or-After July 1, 1995]

(A) During the first five (5) years of employment the District will reimburse tuition to a unit member at the current SUNY per credit rate; not to exceed nine (9) graduate credits per year, up to a maximum of thirty (30) credits. Reimbursement applies solely to graduate study required for permanent certification.

(B) Reimbursement for part-time unit members will be on a pro-rated basis.

(C) Unit members on unpaid leave of absence at any time while completing graduate studies will not be eligible for reimbursement.

**19.4 Graduate Credit Hours** – [For Professional Personnel Employed Before July 1, 1995]

(A) Unit members will be granted an amount of \$25 per hour in blocks of six (6) hours, for a total of sixty hours.

(B) Unit members with a Masters Degree will be granted an amount of \$900.

(C) Increases based on additional hours will be paid on a pro-rated basis, effective the first payroll, for the work completed the previous summer or semester. For hours completed in the September-January semester, the increase will become effective on the first payroll following the close of the semester and will be pro-rated on an annual basis for the remainder of the school fiscal year.

(D) The above hours must be graduate level coursework at an accredited college or university. They will be included in the unit member's salary upon the District's receipt of evidence that the unit member passed the course(s).

**19.5 Tuition Free Attendance** – Children of unit members shall be allowed to attend Le Roy Central School on a tuition free basis.

- 19.6 **Separation Benefit** – The District will make a cash payment equivalent to one-one thousandth (1/1000) of a unit member's final salary times his/her accumulated sick leave days, provided the unit member is at least age fifty-five (55) and resigns his/her position after completing at least ten (10) years of service in the Le Roy Central School District. The unit member must submit an irrevocable written resignation to the Superintendent to be eligible for this benefit.
- 19.7 **Flexible Benefits Plan** – The District will continue to provide a Flexible Benefits Plan under Section 125 of the IRS Tax Code.
- 19.8 **Longevity Benefit** – The District will pay a unit member in his/her 25<sup>th</sup> year or above year of service in the Le Roy Central School District \$500 in the 3<sup>rd</sup> year of the contract (2003-04).
- 19.9 **Teaching Assistants** –
- (A) The terms of Sections 19.1, 19.3, 19.4, 19.5, 19.6, and 19.8 are not applicable to teaching assistants.
  - (B) Part-time teaching assistants will receive the benefits of Section 19.2 on a pro-rated basis.

## ARTICLE 20

### **RETIREMENT INCENTIVE**

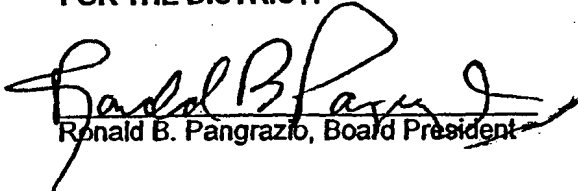
- 20.1 **District Incentive** – When a unit member first becomes eligible to retire under his/her tier without penalty or reduced benefits from his/her respective retirement system, and after completing at least ten (10) years of service in the Le Roy Central School District, the District will pay the retiring unit member \$20,000 in the month he/she retires.
- 20.2 **New York State Incentive** – A unit member will be allowed to take any New York State Retirement Incentive (only available to the unit member if this option is accepted by the District) even if written notification of retirement has already been submitted to the District.
- 20.3 **Notification of Retirement** – A unit member wishing to take advantage of either the District Retirement Incentive under Section 20.1 or the New York State Retirement Incentive under Section 20.2 must submit irrevocable written notification of retirement to the Superintendent as follows:
- (A) If the unit member's intended retirement date is the end of the first semester then he/she must notify the District by August 31 prior to the end of the first semester.
  - (B) If the unit member's intended retirement date is the end of the school year then he/she must notify the District by January 31 prior to the end of the school year (June 30).
- 20.4 **First Year of Agreement** – In the first year of the agreement (2001-02) a unit member may notify the Superintendent by July 1 and enter into retirement by August 31.
- 20.5 **Teaching Assistants** – The terms of Article 20 are not applicable to teaching assistants.

## ARTICLE 21

### GENERAL PROVISIONS OF AGREEMENT

- 21.1 **Complete Agreement** – The parties acknowledge that each had unrestricted right and opportunity to make demands and proposals during the course of negotiations which resulted in the Agreement with respect to any subject or matter pertaining to wages, hours, or working conditions.
- 21.2 **Maintenance of Agreement** – This Agreement shall not be interpreted or applied to deprive bargaining unit members of professional advantages heretofore enjoyed unless expressly stated herein; nor shall this Agreement be interpreted or applied to deprive District, through its administrators, any prerogatives heretofore enjoyed unless expressly stated herein.
- 21.3 **Supremacy of Agreement** – This Agreement shall supersede any rules, regulations, practices, or policies of the District which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the District.
- 21.4 **Modification of Agreement** – This Agreement may be altered, changed, added to, deleted from, or modified during the term of this Agreement only through the mutual consent of the parties in a written and signed amendment to this Agreement.
- 21.5 **Validity of Agreement** – If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 21.6 **Copies of Agreement** – This Agreement shall be duplicated by the District and copies shall be distributed by the LTA to all bargaining unit members presently employed by the District as soon as possible after ratification by both parties.
- 21.7 **Duration of Agreement** – This Agreement, and any written amendments annexed hereto, shall be effective as of July 1, 2001 and continue in effect until June 30, 2004; unless written notice is given by either party requesting a change or termination of the Agreement at least 120 days, but not more than 160 days prior to June 30, 2004. It shall continue in effect from year to year until such notice is given Agreement at least 120 days, but not more than 160 days prior to June 30 of any subsequent year.

FOR THE DISTRICT:

  
Ronald B. Pangrazio, Board President

Date Signed: 6/27/02

  
Mary Jane Brooke, Superintendent

Date Signed: 6.27.02

FOR THE LTA:

  
Robert M. Gately, LTA President

Date Signed: 6/27/02

APPENDIX A - GRIEVANCE FORM

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

NATURE OF GRIEVANCE:

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_

\_\_\_\_\_

STATEMENT OF DECISION:

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_

\_\_\_\_\_

## APPENDIX B - ACTION PLAN FOR TEACHER EVALUATION OPTIONS II, III, & IV

An action plan structures activity pursuant to a stated goal or objective into its component parts as follows:

- The goal or goal area
- The strategy or objective in pursuit of the goal or goal area written such that its outcome is measurable or tangible
- A list of specific tasks that are measurable or tangible must be undertaken in order to complete the strategy or achieve the objective
- The name(s) of the group(s) or individual(s) responsible for completing each task
- The date that each task must be completed

### Sample Action Plan

**Goal:** Increased infusion of technology into the instructional process

**Strategy:** Given the fact that technology continues to become an increasingly more significant facet of the instructional process, a self-paced curriculum centering on the American Revolution incorporating the Internet and specific CD-Rom software will be created.

<u>Task #</u>	<u>Task</u>	<u>Responsibility</u>	<u>Completion Date</u>
1	List the specific outcomes and/or expectations that students should achieve during and at the conclusion of the curriculum	All group members	September 30
2	Create a list of Internet sites that contain important data pertaining to curricular area	Mr. Able/Mr. Baker	October 31
3	Create a list of CD-Rom resources that contain important data pertaining to curricular area	Mr. Charlie/Mr. Delta	October 31
4	Create scope and sequence that connects curricular objectives with Internet and CD-Rom resources	All group members	January 15
5	Meet with Mr., Herring to review progress towards goal	All group members	January 20
6	Complete field test of scope and sequence	Mr. Echo	March 31
7	Conduct assessment of impact of curriculum in terms of student achievement	All group members	April 15
8	Prepare formal presentation for Mr. Herring	All group members	May 1

**APPENDIX C - SALARY SCHEDULE**

<b>STEP</b>	<b>01-02</b>	<b>STEP</b>	<b>02-03</b>	<b>STEP</b>	<b>03-04</b>
1	29,000	1	31,000	1	32,500
2	30,000	2	31,250	2	32,700
3	30,250	3	31,500	3	32,900
4	30,750	4	31,750	4	33,000
5	32,000	5	32,000	5	33,500
6	32,400	6	32,400	6	34,000
7	34,800	7	34,800	7	34,500
8	35,300	8	35,300	8	36,000
9	37,000	9	37,000	9	38,000
10	39,000	10	39,000	10	39,000
11	40,000	11	40,000	11	41,000
12	42,000	12	42,000	12	42,000
13	43,000	13	43,000	13	44,000
14	44,300	14	44,300	14	44,500
15	45,800	15	45,900	15	46,000
16	48,300	16	48,300	16	48,400
17	51,800	17	51,900	17	52,000
18	53,600	18	53,700	18	54,000
19	62,000	19	62,500	19	64,500

**NURSE SALARY** - Nurses will receive a 3.5% increase in salary in each year of the contract.



# APPENDIX D - EXTRACURRICULAR STIPENDS

POSITION	#	01-02	02-03	03-04
Student Council Advisor	2	676	686	696
Senior Class Advisor	3	1,474	1,496	1,518
Junior Class Advisor	3	860	873	886
Sophomore Class Advisor	3	676	686	696
Freshman Class Advisor	3	676	686	696
Eighth Grade Class Advisor	2	405	411	417
Seventh Grade Class Advisor	2	405	411	417
Elem Curr Coordinators    Language Arts Mathematics Science Social Studies	4	946	960	975
Elem Reading Coordinator	1	2,027	2,057	2,088
Elem Grade Chairs        Grades K-6	7	2,027	2,057	2,088
HS Dept Chairs            English Foreign Language Mathematics Occupational Education Science Social Studies Art	7	2,027	2,057	2,088
Director of Music    K-12	1	2,027	4,000	4,060
Academic Challenge Bowl Advisor	1	1,013	1,028	1,043
AFS Advisor	1	405	411	417
Art Exhibit Supervision - Elem	2	202	205	208
Art Exhibit Supervision - HS (1 session each person)	2	135	137	139
Art Club Advisor - HS	1	405	411	417
Athletic Team Supervision (per event)	1+	68	69	70
Aud/Stage Suprv	1	270	274	278
AV Coordinator - Elem	1	676	686	696
AV Coordinator - HS	1	676	686	696
Bowling Club Advisor	1	1,081	1,097	1,114
Bus Chaperone (per event)	1+	68	69	70
Business Club Advisor	1	405	411	417
Community Intervention	1	1,013	1,028	1,043
Computer Club Advisor	1	1,081	1,097	1,114
Elem Intramurals (3 sessions)	2	860	873	886
ExCurric Event Supervision (per event)	1+	68	69	70
French Club Advisor	1	405	411	417

# APPENDIX D - EXTRACURRICULAR STIPENDS

POSITION	#	01-02	02-03	03-04
Music Club Advisor	1	405	411	417
Jr Nat Honor Society Advisor	1	270	274	278
KOP Coordinator	1	405	411	417
Library Club Advisor- Elem	2	405	411	417
Library Club Advisor - HS	1	405	411	417
Marching Band Director	1	4,568	4,636	4,706
Marching Band Assistant	1	2,030	2,060	2,091
Marching Band Color Guard Instructor	1	-	1,081	1,097
Math Team Advisor	2	270	274	278
Mentor (per probationary teacher)	1+	1,228	1,247	1,265
Music Activities Supervision	5	405	411	417
Musical Director - Elem	1	811	823	835
Musical Assistant - Elem	1	405	411	417
Musical Director - HS	1	2,200	2,222	2,244
Musical Assistant - HS	1	-	1,081	1,097
National Honor Society Advisor	1	405	411	417
Oatkan	1	2,017	2,037	2,058
Odyssey of the Mind Advisor	4	1,013	1,028	1,043
Page Turners Advisor	1	676	686	696
SADD Advisor	1	405	411	417
Scholastic Bowl Advisor	2	1,013	1,028	1,043
School News Page Coordinator	1	676	686	696
School-To-Work Coordinator	1	1,013	1,028	1,043
Science Club Advisor	1	405	411	417
Science Fair Coordinator	1	202	205	208
Ski Club Advisor	2	1,081	1,097	1,114
Social Studies Club Advisor	1	405	411	417
Spanish Club Advisor	1	405	411	417
Story Telling Festival Advisor	2	202	205	208
Varsity Club Advisor	1	405	411	417
Young Astronauts	2	405	411	417

# APPENDIX E - COACHING STIPENDS

POSITION	#	01-02	02-03	03-04
Director of Athletics	1	5,024	5,100	5,176
Varsity Basketball Coach	2	4,913	4,986	5,061
Varsity Football Coach	1	4,913	4,986	5,061
Varsity Winter Track Coach	1	-	4,986	5,061
Varsity Wrestling Coach	1	4,913	4,986	5,061
Varsity Baseball Coach	1	4,060	4,121	4,183
Varsity Cross Country Coach	1	4,060	4,121	4,183
Varsity Golf Coach	1	4,060	4,121	4,183
Varsity Soccer Coach	2	4,060	4,121	4,183
Varsity Softball Coach	1	4,060	4,121	4,183
Varsity Tennis Coach	1	4,060	4,121	4,183
Varsity Track Coach	2	4,060	4,121	4,183
Varsity Volleyball Coach	1	4,060	4,121	4,183
Assistant Football Coach	4	3,684	3,740	3,796
Assistant Wrestling Coach	2	3,684	3,740	3,796
JV Basketball Coach	2	3,684	3,740	3,796
Varsity Cheerleading (Fall) Coach	1	3,377	3,428	3,479
Varsity Cheerleading (Winter) Coach	1	3,377	3,428	3,479
Assistant Track Coach	4	3,070	3,116	3,163
JV Baseball Coach	1	3,070	3,116	3,163
JV Golf Coach	1	-	3,116	3,163
JV Soccer Coach	2	3,070	3,116	3,163
JV Softball Coach	1	3,070	3,116	3,163
JV Tennis Coach	1	3,070	3,116	3,163
JV Volleyball Coach	1	3,070	3,116	3,163
JV Cheerleading (Fall) Coach	1	2,723	2,764	2,805
JV Cheerleading (Winter) Coach	1	2,723	2,764	2,805
Modified Cross Country Coach	1	2,456	2,493	2,531
Modified Football Coach	2	-	2,493	2,531
Modified Volleyball Coach	2	2,456	2,493	2,531
Modified Soccer Coach	2	2,456	2,493	2,531
Modified Basketball Coach	4	2,456	2,493	2,531
Modified Baseball Coach	2	2,456	2,493	2,531
Modified Softball Coach	2	2,456	2,493	2,531

**APPENDIX F - TEACHING ASSISTANT WAGE RATE SCHEDULE**

<u>Status</u>		<u>01-02</u>	<u>02-03</u>	<u>03-04</u>
Probationary	[hourly wage]	\$ 7.75	\$ 8.00	\$ 8.25
Tenured	[hourly wage]	\$ 9.25	\$ 9.50	\$ 9.75
AIS Tutors	[per diem rate] [part time rate]	\$ 80.00 prorated	\$ 80.00 prorated	\$ 80.00 prorated

# Memorandum of Agreement

between

The LeRoy Teachers' Association

and

The LeRoy Central School District

The LeRoy Central School District and the LeRoy Teachers Association agree that for the 2001-02 and 2002-03 school years, Grade Chairpersons at the elementary level (K-6) will make requests to the Elementary School Principal for the time they believe is needed outside the classroom during the workday for grade level work. The Elementary School Principal will keep a log of such requests, the work to be performed and the time that is granted away from the classroom (if granted). At the end of the 2002-03 school year, the District and the LTA will meet to review the information and assess the need for and effectiveness of regularly scheduled time away from the classroom to perform this work.

For the LeRoy Teachers' Association:

For the LeRoy Central School District:

Robert M. Gately  
Robert M. Gately, LTA President

Mary Jane Brooke  
Mary Jane Brooke, Superintendent

6/27/02  
Date

6.27.02  
Date

## Memorandum of Agreement

between

The LeRoy Teachers' Association

and

The LeRoy Central School District

The LeRoy Central School District and the LeRoy Teachers Association agree that on a pilot basis for the 2002-03 school year, one (1) teacher assistant will be assigned to each physical education class at the elementary level (K-6) with thirty-five (35) or more students assigned to the class. At the end of the school year, the District and the LTA will meet to assess the necessity and effectiveness of this strategy. Teaching assistants shall not serve in a dual capacity if he/she is currently assigned (based on IEPs) a specific student or students enrolled in that particular class.

For the LeRoy Teachers' Association:

Robert M. Gately  
Robert M. Gately, LTA President

Date

6/27/02

For the LeRoy Central School District:

Mary Jane Brooke  
Mary Jane Brooke, Superintendent

Date

6.27.02

## Memorandum of Agreement

between

The LeRoy Teachers' Association

and

The LeRoy Central School District

The LeRoy Central School District will create two (2) Program Assistant positions for the 2002 fall soccer season; one (1) for Boys Soccer, and one (1) for Girls Soccer.

The District will pay a stipend of \$2,493 to members of the LeRoy Teachers Association appointed to these positions for the 2002-03 contract year.

Program Assistants will assist head coaches for the entire season, including practices, as well as, home and away games.

The appointment for Boys Soccer Program Assistant will be made only if the Varsity, JV, and Modified coaching positions have all been filled.

The appointment for Girls Soccer Program Assistant will be made only if the Varsity, JV, and Modified coaching positions have all been filled

After the 2002 fall sports season the District and the LTA will meet to evaluate these positions. If it is determined that the Program Assistant positions are to be continued, then they will be paid the same stipend as modified sports in subsequent years of the contract.

For the LeRoy Teachers' Association:

For the LeRoy Central School District:

  
Robert M. Gately, LTA President

  
Mary Jane Brooke, Superintendent

6/27/02  
Date

6.27.02  
Date

## Memorandum of Agreement

between

The LeRoy Teachers' Association

and

The LeRoy Central School District

The LeRoy Central School District and the LTA agree that the four (4) Track Assistant coaching positions will be reduced to two (2), and that two (2) Modified Track coaching positions will be created for the 2003 spring season.

The District will pay a stipend of \$2,493 to members of the LeRoy Teachers Association appointed to these Modified Track coaching positions for the 2002-03 contract year.

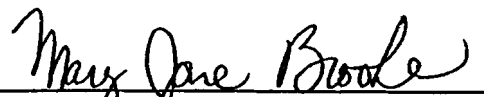
If, after evaluation, the District and the LTA determine the Program Assistant positions for soccer are to be continued, then the Modified Track coaching positions will also be continued and paid the same stipend as modified sports in subsequent years of the contract.

If, after evaluation, the Program Assistant positions for soccer are not to be continued, then the number of Track Assistant coaching positions will be increased to four (4) for subsequent years of the contract.

For the LeRoy Teachers' Association:

For the LeRoy Central School District:

  
Robert M. Gately, LTA President

  
Mary Jane Brooker, Superintendent

6/27/02  
Date

6.27.02  
Date



